

4. To the fourth interrogatory the undersigned answers, that on the several days in the respective years mentioned in the third interrogatory, the regular charge on freight per one hundred pounds, for transportation and tolls, has varied, but at no time exceeded sixty cents per one hundred pounds; and that the present charge for transportation and tolls is fifty cents per one hundred pounds.

5. To the fifth interrogatory, the undersigned answers, that no agreement was formally entered into by the said Philadelphia, Wilmington and Baltimore Rail Road Company, with the Baltimore and Ohio Rail Road Company, respecting the rate of charges for passengers and freight, or for either, on the roads of said companies. But there was an agreement informally made, which was merely verbal, and never reduced to writing, in reference to the transportation of passengers, but not as to freight. That by this verbal arrangement or understanding, the price of a ticket for conveying a passenger between Wheeling and Philadelphia, was fixed at thirteen dollars; of which sum the stage companies on that route, received six dollars; the Baltimore and Ohio Rail Road Company four dollars and fifty cents, and the Philadelphia, Wilmington and Baltimore Rail Road Company received two dollars and fifty cents; that this informal and verbal arrangement was made about the beginning of July, 1843. That it was entered into merely as a temporary arrangement, and was terminated on the part of the Philadelphia, Wilmington and Baltimore Rail Road Company on the first day of December, 1843, because they considered that they did not receive a fair proportion of the sum charged as aforesaid; and therefore that it was not to their interest that such temporary arrangements, should continue longer.

6. To the sixth interrogatory, the undersigned answers, that on the twenty-third of November, 1840, the said Philadelphia, Wilmington and Baltimore Rail Road Company, made an agreement with Stockton, Falls & Company, to which Hutchinson and Wearts & Company were also parties, in reference to the carriage of passengers, but not of freight. That the terms and conditions of the said agreement will best appear from the said agreement itself, a true copy whereof is hereunto annexed, marked (B,) as part of the answer to this interrogatory. The undersigned further answers, that the said agreement was made before he became a director of the Philadelphia, Wilmington and Baltimore Rail Road Company, and he has no personal knowledge of the same. That no other agreement, to the best of his knowledge and information and belief, was ever made between the said Philadelphia, Wilmington and Baltimore Rail Road Company and said Stockton, Falls & Co. That in the agreement set forth in answer to the fifth interrogatory, made by the last said rail road company with the Baltimore and Ohio Rail Road company, the said Stockton, Falls & Company, being Stage proprietors on the route from Wheeling, were necessarily included. But the agreement was made with them by the Baltimore and Ohio Rail Road Company, and not by the Philadelphia, Wilmington and Baltimore Rail Road Company. That the